



Order under Section 69 Residential Tenancies Act, 2006

Citation: Brantford Native Housing v Nielissen, 2026 ONLTB 36065

Date: 2026-05-08

File Number: LTB-L-049029-25

In the matter of: A, 90 WILKES ST
BRANTFORD ON N3T0H6

Between: Brantford Native Housing Landlord

And

Nathan Nielissen Tenant

Brantford Native Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Nielissen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026, April 9, 2026 and May 1, 2026.

The Landlord's agent Christina Hipkin and the Landlord's representative Alaa Noui attended the hearing. The Tenant and the Tenant's representative J. Gutoski attended on May 1, 2026 and the Tenant and Tenant's representative Kimberley Ferell attended on April 7 and April 9, 2026.

Determinations:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant submitted that the N4 Notice was invalid because there were differences between the N4 copy filed with the Board and the N4 copy they received. Specifically the N4 filed had a partially handwritten date of termination and date of signing. On the N4 the Tenant received, the dates appeared blurry but had not been written upon it. The name of the representative appears in the signature section, but the document is not signed.
3. Section 48 of the Act requires that a notice of termination indicates the date on which the tenancy is to terminate, and be signed by the person giving the notice, or the person's agent.
4. The Landlord submits the N2 is invalid. While it seem on its face to be invalid, I find the N4 Notice is substantially compliant pursuant to section 212 of the Act.

5. Section 212 states as follows:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act. 2024, c. 28, Sched. 24, s. 1.

6. I find that the Tenant provided no evidence that they were significantly prejudiced in their ability to participate in the proceedings due to the N4 notice dates being blurry or unsigned, or that the version submitted to the Board had handwriting on it. The content of both documents was identical. The dates were clear although blurry. The totals are clear. The notice is certain and unambiguous. There could be no doubt by the Tenant what the date of termination was, or on what date the Landlord created the N4 Notice.
7. Given the typewritten name of the representative and the name of the Landlord are clearly indicated in the signature section of the N4 notice, there is no doubt as to who issued the N4 Notice, despite the lack of signature. I find therefore that those errors constitute substantial compliance with the Act, as they do not significantly prejudice the Tenant's ability to void the N4 Notice, know the case to be met, or respond to the allegations.
8. As of the hearing date, the Tenant was still in possession of the rental unit.

Lawful Monthly Rent

9. The Landlord submits the lawful rent is \$1,376.00 which is current market rent for that unit. This amount was charged on January 1, 2025 because the Landlord claims the Tenant failed to qualify for the rent subsidy he had been receiving.
10. The Tenant disputes the lawful rent amount claimed by the Landlord, asserting that his rental unit is and has always been market rent unit, and that his lawful rent is currently \$780.00.
11. The legal issues are as follows:
- a) Is the rental unit subsidized?
 - b) Is the Board limited in its determination of the lawful rent by section 203 of the Act?
 - c) If the Board is not limited, do section 7 and 8 of the Act or section 5 or 6 of O.Reg. 516/06 exempt the Landlord from guideline rent increases?

A The Rental Unit is Subsidized.

12. The Tenant maintains he always received 'market rent' from the start of his tenancy. The Landlord claims the rent was subsidized, and now the Tenant no longer qualifies for that subsidy.

13. The Tenancy agreement title states it is a "Private Market Rent Agreement". This is, however, only one factor to consider when determining if the rent was and is subsidized.
14. The Landlord's agent Christina Hipkins testified that she is new to the position and that recently the Landlord has been engaging in cleaning up its processes. She testified that a large number of rental units were given leases which stated "Private Market Rent Agreement" as their title although they are RGI units.
15. The Tenant testified that his wife, who is indigenous, had made an arrangement with her father, who is president of Brant Native Housing, so she could obtain a rental unit at an inexpensive rate. They moved in 2014 from a building in north Brantford where they paid market rent in the amount of \$1,500.00 for a 4 bedroom townhome. The Tenant acknowledges receiving the newly built Brant Native Housing 3 bedroom townhome for \$650.00.
16. The application for the rental unit, produced by the Landlord indicates the Tenant's wife's income is \$41,500.00, and that the Tenant is unemployed. The Tenant acknowledges that he was not actually unemployed, earning a good salary and he believed his then wife also earned more but he cannot say how much. The lease application indicates the applicants wanted the rental unit for 'cheaper rent'. I note the lease application does not specifically refer to rent-geared-to-income or subsidy, although the authorization requires household composition disclosure as well as income disclosure.
17. The application for this tenancy was signed by both the Tenant and his then wife. The Tenant doesn't deny signing the lease agreement, and I would presume, also would sign associated documents. Although the Tenant states he does not recall signing the application, the signatures on both the application and the lease agreement are sufficiently similar that I'm satisfied the Tenant signed both and that the Tenant's recollection is unreliable.
18. The Landlord is Brant Native Housing. The residential complex in which the rental unit exists was built under the 'First Nation Inuit Metis Urban Renewal ("FIMUR") program, arising out of a partnership agreement (the 'Partnership Agreement') signed on December 18, 2012 between Brant Native Housing, the Ministry of Municipal Affairs and Housing ("MMAH"), and the Canada Mortgage and Housing Corporation ("CMHC"), to provide for the Investment in Affordable Housing program 2011-2014 under which MMAH and CMHC are to provide funding for certain Affordable Housing programs ("IAH Programs").
19. According to the Partnership Agreement provided by the Landlord, among the key objectives of the IAH Programs is to improve access to affordable housing and provide funding for an array of housing options to address affordable housing needs. The IAH Off-Reserve Aboriginal Housing Component benefits off-reserve Aboriginal households in need.
20. The letter dated April 21, 2014 from Brant Native Housing, responding to the Tenant and his wife's application for tenancy, specifically identifies the Urban Native Housing program and the new FIMUR program development at 90 Wilkes St.
21. The internal Brant Native Housing rent calculation document from June 26, 2014, shows the Landlord considered the employment and income of both the Tenant and his wife when

determining if they qualify for FIMUR, as their annual income was declared to be below \$44,000.00. Although the calculation portions of the form are not filled out, the total rent box contains the amount of \$650.00. I am persuaded that the lack of proper paperwork was in part due to an internal agreement because of the Tenant's wife's contacts within Brant Native Housing, and in part from poor management by the organization. Regardless, it is clear that the rent offered to the Tenant and paid by him was not market rent, as market rent for a similar home in the same city, that was not brand new, was approximately \$1500.00.

22. The Landlord provided evidence that on a yearly basis, they receive funding from the City of Brantford, who is their service manager as well as a guideline chart as to how the yearly rent subsidies are to be calculated. The Landlord provided a copy of the subsidy charge from 2024, 2025 and 2026. They are required, according to apply those rules.
23. Accordingly, considering all these factors, and despite the title of the lease, it is clear that the rent amount the Tenant paid since the inception of the tenancy is a reduced amount that was subsidized in accordance with the affordable housing program for which the rental unit was built.
24. I have considered the chart the Tenant provided from the City of Brantford, which lists 90 Wilkes as a 'market rent' unit. Unfortunately that document is not dated, and it is unclear whether it refers to the eligibility of the tenancy itself, or the designation of that unit.
25. However, In either case, it does not matter for my determination. The fact that this unit is classed as 'market rent' is not determinative of whether the rental unit is governed by the Housing Services Act or whether the 'market rent' amount is not a subsidized amount. The amount could still be limited by the income of the Tenant, as can be seen in the yearly charts provided by the Landlord. I accept the Landlord's evidence that rental units that turn to market rent units after loss of RGI are still governed by the Housing Services Act, even though they are market rent. The calculation of that rent is still according to the rules that bind the housing provider. There are still eligibility requirements applicable to a rental unit that pays 'market rent', including household composition and income to determine what that market rent is. This takes me to section 203 of the Act.

B Section 203 of the Act does not apply.

26. Section 203 of the Act describes three categories of questions where the Board shall neither make nor review a decision. They are as follows:
 1. eligibility for rent-geared-to-income assistance as defined in section 38 of the Housing Services Act, 2011
 2. the amount of geared-to-income rent payable under that Act; or
 3. eligibility for, or the amount of, any prescribed form of housing assistance.
27. As the Divisional Court in *Belaire v. Ontario Aboriginal Housing Services Corporation*, 2017 ONSC 2839 (CanLI) stated, the third question can be quickly discarded. There is no "prescribed form of housing assistance" currently in existence under the Act.

28. The first question can also fairly quickly be determined. Section 38 of the Housing Services Act 2011, SO 2011 c 6 Sch 1 (the "HSA") applies only with respect to eligibility for rent-geared to income assistance. *Eligibility* is not at issue before me. An L2 application for eligibility has not been filed by the Landlord and the question is not before the Board.
29. The final question is whether the Board is being asked to determine the *amount* of geared-to-income rent *payable under the HSA*. If the Tenant's rent is payable under the HSA, the Board has no jurisdiction to consider the amount of rent that is lawfully payable.
30. The Divisional Court in *Belair* found that there was no dispute by the parties that rent was not payable under the HSA, instead it was payable by way of a transfer agreement. No further facts were provided, and there have been significant amendments to the HSA since that case was decided in 2017 and therefore that case is of little assistance in determining in this case, if section 203 applies.
31. The question the Board must answer is whether the Tenant's rent is payable under the HSA.
32. The Landlord provided sufficient information that the City of Brantford, who is a service manager under the HSA, requires them to follow rules relating to calculating rent on a yearly basis. This evidence lends credibility to the Landlord's statement that they are governed by and the rent is payable under the Housing Services Act. The Tenant doesn't dispute that Brant Native Housing receives funding from the City of Brantford pursuant to the FIMUR program. Hodinohsioni Inc., operating as Brant Native Housing, appears on the list of housing providers found in the HSA regulations, O.Reg 369/11, to which Part III of the HSA applies. That corporation also appears as a Housing Corporation Member pursuant to section IX of the Act.
33. The Landlord's Partnership Agreement discussed at paragraphs 18-20 above also supports that the Housing Services Act applies.
34. The lease application, and the rent calculation document produced by the Landlord further support the conclusion that the rent is payable pursuant to the FIMUR housing program which is public funding.
35. I agree with the Tenant that 90 Wilkes St. does not appear on the list of designated housing projects under Part V of the HSA. However, that Part is only one part of that Act under which rent can be payable. Part IV and Part VII and Part IX also govern various providers and agreements under which rent can be payable. I note that the Schedule appended to O.Reg. 369/11 of the Housing Services Act lists the City of Brantford as a service manager and Hodinohsioni Inc. as one of its Housing Providers.
36. These determinations lend credibility to the Landlord's submission that they are governed by and the rent is payable under the Housing Services Act. Considering all the evidence before me, I find on a balance of probabilities that this is the case.
37. I find therefore that the Board is barred pursuant to section 203 of the Residential Tenancies Act, 2006, from making any determinations or from reviewing any decisions concerning the amount of great-to-income rent payable by the Tenant.

C. Is the Landlord exempt from the Rent Increase Guidelines?

38. Having determined that I cannot determine the amount of the rent, it is unnecessary for me to determine if the Landlord is exempt for guideline rent increases under the Act.
39. However, if I am incorrect in my determination above, I nevertheless find that section 7 of the Act, and section 5 and 6 of the O. Reg 516/06 of the Act do not apply to this residential complex or this rental unit, because the program under which it was built is not indicated there.
40. However, I find that section 8 of the Act does apply. That section is reproduced below:
- 8 (1) If a tenant pays rent for a rental unit in an amount geared-to-income due to public funding and the rental unit is not a rental unit described in paragraph 1, 2, 3 or 4 of subsection 7 (1), paragraph 6 of subsection 30 (1) and Part VII do not apply to an increase in the amount geared-to-income paid by the tenant. 2006, c. 17, s. 8 (1).
41. In this case, considering the facts determined above, it is clear the Tenant pays rent for a rental unit in an amount geared-to-income due to public funding, even if that amount is classified as 'market rent' by that housing provider. The City of Brantford provides public funding and doles that funding out to various housing providers to support affordable housing. Therefore, pursuant to section 8, the rent rules provisions of Part VII of the Act do not apply to an increase in the amount of rent paid by the Tenant.

L1 Application

42. Based on my determinations and analysis above, the lawful monthly rent is as stated by the Landlord, \$1,376.00. It is due on the 1st day of each month.
43. Based on the monthly rent, the daily rent/compensation is \$45.24. This amount is calculated as follows: \$1,376.00 x 12, divided by 365 days.
44. As of April 30, 2026, the Tenant has paid \$7,880.00 to the Landlord since the application was filed. No evidence was provided of the Tenant's rent payment for May 1, 2026 as the day was not complete, and therefore I have not included that payment, but arrears are obviously subject to that payment being made.
45. The rent arrears owing to May 31, 2026 are \$10,742.00 not accounting for any rent payment the Tenant has made for the period from May 1, 2026 to May 31, 2026.
46. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
47. The total the Tenant owes as of May 31, 2026 is \$10,928.00, less any amount already paid for May's rent.
48. There is no last month's rent deposit.

Relief from Eviction.

49. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
50. The Tenant testified that he resides alone and has lived in the 3 bedroom townhouse for 11 years. His indigenous ex-wife and children no longer live there, having moved out only a few months into the tenancy. Although he testified that his children, who are teenagers, stay with him periodically, his children reside with their mother or grandparents a short distance from the rental unit.
51. Based on the conflicting financial information provided by the Tenant, he earns sufficient income to afford the rent claimed by the Landlord, and also to afford market rent elsewhere. Although the Tenant testified on April 7, 2026 that he was off work, he provided no documents to support his change in income nor when he would be returning to work. At the hearing date on May 1, 2026 he indicated he was employed and earning \$40.00 an hour. This confirms the Tenant can afford the arrears and market rent.
52. The Tenant requests that he be able to remain in the rental unit but does not suggest a payment plan. The Landlord is seeking a standard voidable order but agrees to an extension of 30 days.
53. I am mindful that this application is not about eligibility, however, section 83 requires a consideration of all the circumstances pursuant, and I find it would be incorrect to ignore those circumstances. It is not disputed that the Tenant is non-native. It is unfair that this three bedroom unit is not available to families for whom it was intended and who need affordable housing. Neither is the subsidy available to them. Non-payment of rent reduces funds that would be available to other families.
54. The evidence that the Tenant has repeatedly refused to provide his income or housing composition to the Landlord over the past few years is aggravating. Although the Landlord did not properly administer their Housing Services obligations in the early years of the tenancy, the oversight is not relevant to my determination because there is no doubt that in the last 4 years the Tenant has been notified he must do so but has refused to provide the necessary information.
55. The Tenant acknowledged in the hearing that he probably did not qualify when he first obtained the rental unit and probably still does not qualify. In the interim, although the Tenant could afford market rent, he paid only the lesser amount, while not cooperating with the terms of his tenancy to provide accurate financial and housing composition information.
56. Based on the evidence before me, it would be unfair to grant a payment plan in the circumstances, however, given the length of the tenancy, the termination date will be June 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$10,928.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,304.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,597.24. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$45.24 per day for the use of the unit starting May 2, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.

May 8, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$18,622.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed (not including any payment for May 1, 2026 rent)	- \$7,880.00
Total the Tenant must pay to continue the tenancy	\$10,928.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$19,998.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed (not including any payment for May 1, 2026 rent)	- \$7,880.00
Total the Tenant must pay to continue the tenancy	\$12,304.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$17,291.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed (not including any payment for May 1, 2026 rent)	- \$7,880.00
Total amount owing to the Landlord	\$9,597.24
Plus daily compensation owing for each day of occupation starting May 2, 2026	\$45.24 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	